

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND           §

**AGREEMENT FOR DIRECT SERVICES FOR THE PREVENTION  
 OF VIOLENCE OR ABUSE/NEGLECT OF A CHILD**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Fort Bend County Women's Center, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide services for the prevention of family violence or abuse/neglect of a child (hereinafter "Services") in accordance with Section 51.961 of the Texas Government Code; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

**Article 1. Scope of Services**

Contractor shall render Services to County as defined in the Application for Family Protection Funding (attached hereto as Exhibit A), and incorporated by reference.

**Article 2. Personnel**

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

**Article 3. Compensation and Payment**

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is Fifteen Thousand Nine Hundred Twenty-nine dollars and 40/100 (\$15,929.40). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

#### **Article 4. Limit of Appropriation**

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Fifteen Thousand Nine Hundred Twenty-nine dollars and 40/100 (\$15,929.40), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Fifteen Thousand Nine Hundred Twenty-nine dollars and 40/100 (\$15,929.40).

4.3 It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

#### **Article 5. Term**

The term of the Agreement shall begin on March 1, 2019 and end on December 30, 2019. Contractor shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

#### **Article 6. Modifications and Waivers**

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**Article 7. Termination**

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

**Article 8. Inspection of Books and Records**

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

## **Article 9. Insurance**

9.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

9.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

9.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

9.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

9.1.1 Professional Liability (Errors & Omissions) Insurance with limits not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Contractor and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration or cancellation of this Agreement.

9.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

9.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

9.4 Contractor will deliver to County evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any services by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

9.5 All insurance policies, with the exception of worker's compensation, employer's liability, and professional liability will be endorsed and name the County as Additional Insured for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. The Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

9.6 Contractor hereby waives all rights of subrogation against the County. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County. No policy will be canceled until after thirty (30) days' unconditional written notice to the County. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to County thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy.

9.7 Contractor is responsible to pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by County prior to the performance of any services by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

9.8 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following County contact:

Name: Wyatt Scott, Director of Risk Management  
Address: 301 Jackson St., Suite 224, Richmond, TX 77469  
Facsimile Number: 281-341-3751  
Email Address: [RiskMgmt@fortbendcountytexas.gov](mailto:RiskMgmt@fortbendcountytexas.gov)

9.9 Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. Contractor's or subcontractor's insurance will be kept in force until all services have been fully performed and accepted by County in writing.

**Article 10. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

**Article 11. Confidential and Proprietary Information**

11.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

11.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

11.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

11.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

11.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

#### **Article 12. Independent Contractor**

12.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

12.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

#### **Article 13. Notices**

13.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

13.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County  
Attn: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

Contractor: Fort Bend County Women's Center, Inc.  
P.O. Box 183  
Rosenberg, Texas 77406

13.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

13.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

13.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **Article 14. Compliance with Laws**

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

#### **Article 15. Performance Warranty**

15.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

15.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Article 16. Assignment and Delegation**

16.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

16.2 Neither party may delegate any performance under this Agreement.

16.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Article 17. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Article 18. Successors and Assigns**

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Article 19. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**Article 20. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**Article 21. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

**Article 22. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Article 23. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code**

By signature below, Track Star verifies that Track Star does not boycott Israel and will not boycott Israel during the term of this Agreement.

**Article 24. Texas Government Code Section 2251.152 Acknowledgement**

By signature below, Track Star represents pursuant to Section 2252.152 of the Texas Government Code, that Track Star is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**Article 25. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit, the provisions of this Agreement shall prevail with regard to the conflict.

*{Execution Page Follows}*

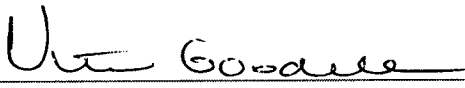
*{Remainder Intentionally Left Blank}*

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective as of the last dated signature below.

FORT BEND COUNTY

FORT BEND COUNTY WOMEN'S CENTER, INC.

  
\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

3.26.2019  
\_\_\_\_\_  
Date

Vita Goodell  
\_\_\_\_\_  
Authorized Agent – Printed Name

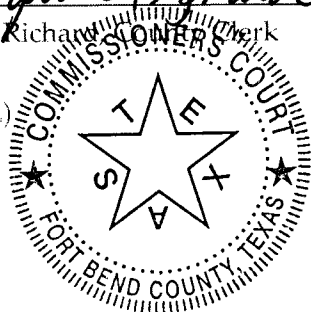
ATTEST:

CEO  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Laura Richardson, Clerk

March 4, 2019  
\_\_\_\_\_  
Date

(SEAL)



**AUDITORS CERTIFICATE**

I hereby certify that funds are available in the amount of \$15,929.40 to accomplish and pay the obligation of Fort Bend County under this contract.


  
\_\_\_\_\_  
Robert Edward Sturdivant, County Auditor

Exhibit A: Family Protection Funding Application - 2019

# **EXHIBIT A**

## **FAMILY PROTECTION FUNDING APPLICATION – FY2019**

## FORT BEND COUNTY APPLICATION PACKET FOR FAMILY PROTECTION FUNDING – 2018

Fort Bend County Commissioners Court has authorized the adoption of a family protection fee set by statute as \$15. The fee is collected by the District Clerk at the time a suit for dissolution of a marriage under Chapter 6, Family Code is filed. The Commissioners Court of Fort Bend County is seeking one or more nonprofit organizations located in Fort Bend County that provide direct services for the prevention or intervention of family violence or the abuse or neglect of a child. An agency that provides services through another third-party, non-profit will not be eligible for the funds. The amount of the grant(s) for FY 2019 is \$37,033.00. Each application will be evaluated based on the criteria included in this packet.

Agency Name: Fort Bend Women’s Center

Address: P.O. Box 183

City: Richmond State: TX Zip: 77406 County: Fort Bend County

Is your organization a 501(3)(c)? Yes

Employer ID or Tax ID Number: 76-0032451

Project Name: Fort Bend Women’s Center Domestic Violence and Sexual Assault programs

Is the project a new or ongoing part of your organization: Ongoing

Total Project Budget Required: \$5,123,872.08

Amount Funding Requested: \$30,000

Contact Person: Vita Goodell

Contact Phone: 281-344-5755

Email: vgoodell@fbwc.org

Agency Web Address: [www.fbwc.org](http://www.fbwc.org)

### **I. ORGANIZATION BACKGROUND**

A. Mission Statement of the Agency:

Our mission is to help survivors of domestic violence and sexual assault and their children to achieve safety and self-sufficiency, while striving to prevent violence against women.

B. Total Number of Paid Staff for the Agency:

Fort Bend Women's Center currently employs 128 people:

- Emergency Shelter Program (direct service to clients) – 29
- Non-Residential Program (direct service to clients) – 30
- Administration – 11
- PennyWise Resale Stores – 59

C. Explain how this agency, or a specific project managed by the agency, that will provide direct services qualifies for the Family Protection Account Fee as outlined in the Texas Government Code, Section 51.961 -

*"A service provider who receives funds under Subsection (d) may provide family violence and child abuse prevention, intervention, family strengthening, mental health, counseling, legal, and marriage preservation services to families that are at risk of experiencing or that have experienced family violence or the abuse or neglect of a child."*

Fort Bend Women's Center (FBWC) provides support services to survivors of domestic violence and sexual assault and their children. These services include emergency shelter, case management, counseling, employment and education assistance, housing assistance, children's services and limited transport assistance. FBWC also seeks to break the cycle of domestic violence and sexual assault for future generations through primary prevention programs.

## **II. PROJECT DETAILS**

A. Describe how your agency plans to utilize these funds and describe the direct services being provided and be as specific as possible.

FBWC will use the funds to provide the following direct services to survivors of domestic violence and their children:

**Emergency Shelter:** FBWC's Emergency Shelter provides temporary accommodation and three daily meals and snacks for up to 65 men, women and children. Counseling, neurofeedback training, education and employment assistance, on-site childcare and child mentoring and transport assistance are provided by FBWC's staff.

**Crisis Hotline:** This is available 24 hours a day, every day. FBWC's staff assess each caller's situation, ensure they are in a safe place and coordinate emergency transportation, if needed. If a caller needs to flee a situation, FBWC staff will assist them in creating a safety plan and arrange for them to be brought to a safe place by a law enforcement official or other means of transportation. In 2017 (to date), FBWC's Crisis Hotline has received 20,193 calls. Callers are also referred to other community resource providers, including law enforcement, legal and medical providers.

**Case Management:** Long term case management is provided to assist and support clients in setting and reaching goals of self-sufficiency. Case managers also help clients to access agency and community services and complete safety plans. They provide guidance and referrals for employment, education and housing assistance.

**Basic medical care:** All shelter clients have access to an on-site nurse who administers basic medical care, dispenses prescription medication and makes referrals to other medical facilities, if needed. The nurse also provides immunizations for all children of shelter residents who have not received recommended child vaccines.

**Neurotherapy training:** Many of FBWC's clients are living with Traumatic Brain Injury (TBI), Post-Traumatic Stress Disorder (PTSD) and other mental health disorders as a result of the abuse they have experienced. FBWC screens clients for indicators of TBI and offers clients the opportunity to participate in neurofeedback training as a means of managing their symptoms. This training has proven highly effective in reducing clients' symptoms, particularly when combined with traditional talk therapy. Neurofeedback is available on-site at FBWC's Emergency Shelter, Counseling Center and Wellness & Stability Program locations.

**Transportation:** Transportation is provided in all emergency situations. In addition, it is also provided to Shelter and Non-Resident clients who need assistance to access medical and health care appointments, employment and education opportunities, housing, social services and legal services appointments.

**Counseling:** Counselors are available to all clients. Individual and group sessions are offered. Counseling is offered on-site at FBWC's Emergency Shelter, Counseling Center and satellite office at United Way of Greater Houston's Fort Bend Center.

**Legal assistance:** Legal advice and assistance are provided by referral to pro-bono lawyer organizations. AVDA (Aid to Victims of Domestic Abuse) recently began to offer services to clients of Fort Bend Women's Center. Case managers act as legal advocates for all agency clients who request this service. Case managers encourage clients to obtain protective orders and help them navigate through the often-complicated legal system.

**Children's Programs:** FBWC provides childcare on-site at its Emergency Shelter, a critical factor in enabling mothers to seek employment, work and attend vital legal, health and social services appointments. In addition, children with behavioral problems are screened using the Child Behavior Check List. This assessment is used to identify clinical levels of behavioral problems so a referral to children's therapy can be made, if needed. FBWC's Shelter and Wellness & Stability Program's Child Mentors then work with these children, using positive reinforcement and nurturing skills. Working closely with other FBWC professionals, the Child Mentors contribute to reducing stress in the child's relationship with their mother, as well as building self-esteem and promoting healing. The Child Mentors also provide dedicated homework help and structured activities to promote learning and development while again nurturing and praising the children.

FBWC also provides, wherever possible, additional activities such as educational field trips, for children in both its Shelter and Non-Residential Programs. Essential school supplies and items such as uniforms are also provided at the start of each academic year.

**Education and employment assistance:** FBWC offers a diverse program of workshops and classes to assist clients in their journey to economic independence and self-sufficiency. In addition to the Learning Resource Center at FBWC's Emergency Shelter, dedicated staff are available to clients in FBWC's Non-Residential Program. Activities include assistance with GED preparation, ESL classes, resume building, life skills, interview skills and job research.

**Clothing and household goods:** clothing and essential household items are available to clients through donations made by the community to FBWC and through the distribution of vouchers to be redeemed in FBWC's PennyWise Resale Stores.

In addition, FBWC's multidisciplinary Motivation Team has created a 'token economy' known as "Shelter Bucks" that allows clients to complete tasks in order to earn "Bucks". These can be spent on a range of donated items, particularly items that clients may need as they prepare to move out of the shelter and into their own home. This has been highly successful in boosting morale and improving the atmosphere in the Shelter. The "Bucks" program has now been extended to FBWC's Wellness & Stability Program.

B. Describe how the funds being requested will be used to provide direct services for the agency's clients or how the funds will be used for a specific project?

Family Protection Fee will be used to partially fund the salaries and benefits of direct services staff in Fort Bend Women's Center's Emergency Shelter and Non-Residential Programs. Funds will also be used to cover other operational expenses for these programs, such as utilities, client transportation expenses, food and cleaning products and other essential items required by FBWC's clients. All of this expenditure is used to provide direct care in the form of emergency shelter and/or support services to survivors of domestic violence and sexual assault and their children.

C. Briefly explain the duties of key staff performing the direct services described in question A above.

**Case manager:** The case manager is the client's 'lifeline', providing front line support and help in setting and progressing towards the client's goals for safety and self-sufficiency. The case manager provides referrals to FBWC services and other service providers to assist the client and/or their children.

**Counselor:** FBWC's trained counselors meet clients as needed to provide help and support in dealing with the trauma of domestic violence and/or sexual assault. Counselors offer one-to-one sessions and group counseling sessions. FBWC's counselors are either fully licensed LPCs or are in the final stages of training for this license.

**Residential Advocate:** Residential Advocates (RAs) are on duty at FBWC's Emergency Shelter 24 hours a day, every day. They provide direct support for clients' immediate needs, such as arranging transport for appointments, providing supplies such as diapers, detergent, etc. They also answer FBWC's Crisis Hotline.

**Shelter Director:** Responsible for the overall management and operation of FBWC's Emergency Shelter and its staff. Clients who need special attention may approach the Shelter Director with their needs.

**Shelter Coordinator:** Supervises children's services including liaison with Playcare, Child Mentors and clients on school enrollment, social services and other community resource referrals; supervises client transportation and food services.

**Cook:** Responsible for providing three nutritious meals and healthy snacks for clients at the Emergency Shelter every day, coordinates food donations and shelter food inventory.

**Shelter driver:** Provides transportation services to clients.

D. Describe your timeline for implementation if these funds are provided under the grant.

Funds will be spent during calendar year 2019, from January 1<sup>st</sup> to December 31<sup>st</sup>.

### **III. FINANCIAL**

A. Is a copy of your most current Annual Audit attached? If not, please explain.

Yes

B. Total amount of the request being made to the County:

\$30,000

C. Identify any gaps in funding and the sources of funds that might be used for the project if the overall cost of the project is greater than the funds requested.

Fort Bend Women's Center has a diverse range of income sources. These additional sources include:

- Fundraising events (Boogie, Girlfriends Giggle, Healing & Hope Luncheon, Ramsay Gillman Charitable Golf Tournament)
- Government grants (Texas Department of Health & Human Services, Office of the Attorney General Sexual Assault Prevention & Crisis Services, Office of the Governor Criminal Justice Division and others)
- Foundation grants
- Individual and corporate donors
- Fort Bend Women's Center's PennyWise Resale Stores

Current gaps in funding include lower than expected revenue from fundraising events and PennyWise stores and decreased funding from foundations, corporate donors and government sources. Family Protection Fee funding will assist in closing these funding gaps.

E. Does your agency have sufficient capital to manage the funds as a reimbursable grant?

Yes

F. Does your agency charge a fee for service to the client and if so please explain?

No

### **IV. COMMUNITY IMPACT**

A. How many individuals will receive services with this funding?

In 2018, Fort Bend Women's Center has served 1,075 men, women and children. The Emergency Shelter program has served 249 men, women and children. 826 men, women and children have received FBWC's support services.

B. What type of benchmarks will be used to measure the success of the proposed project? Identify an appropriate timeline for attaining these benchmarks.

FBWC’s primary goal is to provide a safe place for women and children to stay while they begin to heal from the trauma of their abuse, while providing the support they need to rebuild their lives, free from violence and fear. Progress against specific goals is tracked using the results from client feedback surveys.

**Goal 1 – FBWC clients will gain safety from their abusers**

Outcome	Target
Clients will report an increased feeling of safety	80%
Clients will report feeling that their children’s safety has increased	80%
Clients will report decreased isolation	80%

**Goal 2 FBWC clients will gain self-sufficiency and find resources to become independent of their abusers**

Outcome	Target
Clients will report an increased awareness of resources and options due to the services provided by Fort Bend Women’s Center	80%

**Goal 3 Shelter children will receive services that will address appropriate nutritional, health and safety needs**

Outcome	Target
Clients’ children received three healthy meals and two snacks per day prepared by the Shelter’s cook	85%
Clients’ children received adequate access to Playcare & Children’s Programs activities	85%
Clients’ children received access to physical and mental health services and screenings	85%

**Other Documents to include with this application:**

- IRS Designation letter of 501(3)(c) status
- Latest Audited Financial Statement
- Organization Chart
- List of Board of Directors
- Attachment A – Evaluation Criteria Form – insert Applicant and Project Names
- Attachment B – Reporting Requirements & Reimbursement Request
- Attachment C – Financial Application Reporting Form, Expenditure Reports and Reimbursement Requests





## **FORT BEND COUNTY FAMILY PROTECTION FUNDING REPORT FORT BEND WOMEN'S CENTER 2018**

Fort Bend Women's Center is a nonprofit 501(c)3 organization serving survivors of domestic violence and sexual assault and their children from Fort Bend and its surrounding areas. Fort Bend Women's Center is the only dedicated domestic violence and sexual assault emergency shelter and crisis hotline in Fort Bend County. In addition to these crisis intervention services, it is also the largest provider of non-residential services such as counseling, case management, advocacy and other support services for victims of domestic violence and sexual assault. Fort Bend Women's Center is also the county's only provider of housing programs for victims of domestic violence and sexual assault.

### **The Emergency Shelter Program**

The Shelter program offers the following services to survivors of domestic violence and sexual assault and their children:

- Temporary accommodation
- Three daily meals and snacks
- Basic medical care
- Playcare – offer onsite childcare for clients
- Child Mentors – dedicated, additional support to assist children to overcome trauma and to address specific behavioral issues associated with the trauma of abuse
- Counseling and neurofeedback training
- Career Development support – education and employment assistance
- Dedicated case management
- Limited transport assistance
- Help with accessing other support resources such as public benefits and legal services
- Housing assistance

### **Key program developments**

In 2018 (through October), Fort Bend Women's Center has provided emergency shelter for 249 men, women and children. The shelter has operated at capacity for most of this year and has provided 20,119 days of service to date. In addition, Fort Bend Women's Center has received 1,285 unduplicated calls requesting emergency shelter through October versus 1,274 for all of 2017, but due to lack of space, these calls were referred to other agencies.

Fort Bend Women's Center used additional funding from the Office of the Governor's Criminal Justice Division to add three Child Mentors to work with parents and children at the shelter.

The children of clients in the Emergency Shelter Program need support to overcome the potentially devastating effects of the abuse they have experienced. Children with behavioral problems entering the Shelter program with their mother are screened using the Child Behavior Check List. The assessment is used to identify clinical levels of behavioral problems so a referral to children's therapy can be made if

needed. The Shelter program's Child Mentors then work with these children, using positive reinforcement and nurturing skills. Working closely with other Women's Center professionals, they also contribute to reducing stress in the child's relationship with their mother, as well as building self-esteem and promoting healing. The Child Mentors also provide dedicated homework help and structured activities to promote learning and development while again nurturing and praising the children.

Providing timely, appropriate intervention to the child survivors of domestic violence is helpful, not just to their individual development, but to breaking the cycle of violence. Children brought up in abusive homes are also at a much higher risk of continuing the pattern of abuse into later life. Fort Bend Women's Child Mentors are the agency's innovative response to this challenge.

Below is a partial list of the initiatives that our child mentors developed and led with our children:

- Letters to Soldiers - The youth wrote letters to soldiers that encouraged them and expressed how thankful they are for their bravery.
- Take a Stand - The youth participated in an anti-bullying series that educated them on what bullying is and how important it is to stop bullying others.
- Day of Kindness - The youth did kind gestures for many of the men and women at the shelter that included writing them encouraging letters and helping with chores.
- Celebration of Dr. Martin Luther King Jr. - The youth learned about Dr. King and the impact he had on society through peaceful protests with hopes of making the world a better place. In addition, the youth had the opportunity to reflect on how they can make a difference in their homes, schools, and communities.
- Happy Hearts Soirée, a Valentine's Day event for all of the kids in the shelter. The kids were able to dress up and participate in a dance.
- Mentors worked with the kids to decorate cookies to bring to officers and staff at the Richmond Police Department. The cookies were delivered along with a card of thanks.
- The mentors were involved in training agency staff using the Childhood Domestic Violence Toolkit.
- The mentors hosted a variety of positive Spring Break events for the children at the shelter.



These activities included a carnival, kite flying, a fashion show, and a lunch with the shelter counselor, which included team building exercises.

- The mentors partnered with the shelter counselor to teach the kids at the shelter about civic responsibility by taking them on a tour of the Rosenberg Fire Department. The kids made signs and treats for the fire fighters.
- The mentors coordinated an Earth Day activity wherein they taught the kids about cleaning up after themselves (using the shelter playground as the example). Mentors collected all of the trash left on the playground over several days and, during the weekly C.O.L.O.R. Bucks Store, put the trash out for sale instead of



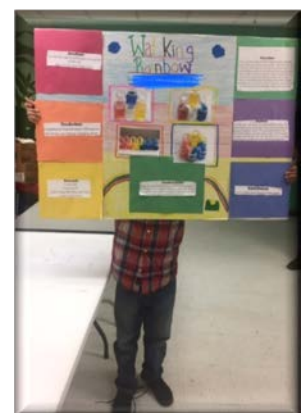
the normal toys. Educational posters were developed that gave information about the environment. This provided a real-world education opportunity for the kids to learn about their impact on their immediate environment.

- The mentors, along with one of our shelter clients, started a gardening program for kids and adults. The client, who is an avid gardener, outlined all of the supplies needed, created an area for the garden, and has taught clients and staff how to garden. Each week, early in the morning, kids and adults come to the garden to tend to it.
- The mentors conducted a “Super Heroes Day” at the shelter to teach kids about being assertive and using your “super” powers for good.
- Mentors planned and led a movie night and party centered around the Dia de los Muertos theme. Mentors decorated the learning resource center with balloons, crafts, and other party favors. As the event began, a boy came into the room with her mom. It was the boy’s birthday and he exclaimed “is this for my birthday?!?!?” and gave his mom a huge hug. His mom did not realize that Bernie was having the event and had come to the shelter after work with a cake, which was all she could afford. The event turned into a birthday party for the boy, and his mom got to be a hero thanks to our wonderful child mentors!
- Our mentors created partnerships with the local YMCA, Techs With Heart (an organization that refurbishes computers and donates them to kids in need), and Citizens for Animal Protection.

In addition, the child mentors offer a form of neurofeedback training known as ‘peak performance’. Research indicates that neurofeedback can assist children with attention deficits, improve learning outcomes, and address behavior issues in the classroom. These are all issues typically faced by children from abusive homes. Our children’s neurofeedback program is a key element in achieving Fort Bend Women’s Center’s commitment to breaking the cycle of abuse through working with victims’ children. This new service is in its very early stages but results to date are encouraging. FBWC will be carefully tracking data to provide evidence of the efficacy of this service through the use of classroom grades and validated measures such as the Child Behavior Checklist (CBCL). The children’s neurofeedback program began as an off-shoot of our adult neurofeedback program. We are currently awaiting publication of our initial pilot results with adults in a major peer-reviewed scientific journal.

Below is a success story about a completer (as written a Child Mentor):

“I believe the highlight story of the month for us was the client who did a complete 360 compared to when he first got here. He completed all of his neurofeedback sessions. During the neurofeedback process he came to us with his science fair project asking for help. Not only did he show that he was taking on more responsibility in school, but his mother also stated that he was being extremely responsible in their new home after the family had received housing. He has truly shown improvement and shows that he will continue to grow and develop into a respectful, responsible young man.”



FBWC continued a multidisciplinary Motivation Team with the mission of fostering internal motivation among Shelter clients. A major initiative of that team is the “Unique Boutique” initiative. The “Unique Boutique” is a token economy that uses a framework of positive reinforcement to help change negative behaviors and spark enthusiasm and motivation for the survivors. This program has expanded to include

a children’s store (the C.O.L.O.R. [Cash for Our Little Outstanding Residents] Bucks Store) and a Boutique for our Wellness and Stability population. Through this initiative, survivors are rewarded with “W.O.W. Bucks” for completing tasks that promote self-sufficiency and confidence (chores, paperwork, attending therapy appointments, etc.). Survivors are then invited to redeem those Bucks for items in our Unique Boutique. These items, donated by individuals and stores in the surrounding community, include small appliances, home décor, toys, and other essentials they will need when they transition to more stable housing.

**Goals and outcomes**

The primary goal of the Emergency Shelter program is to provide a safe place for women and children to stay while they begin to heal from the trauma of their abuse and start to rebuild their lives.

Progress against specific goals is tracked using the results from client feedback surveys. Clients complete these confidential surveys as they leave the shelter.

**Goal 1 - Shelter residents will gain safety from their abusers**

Outcome	Target	Actual results (year to date)
Clients will report an increased feeling of safety	80%	94.7%
Clients will report feeling that their children’s safety has increased	80%	84.7%
Clients will report decreased isolation	80%	88.2%

**Goal 2 Shelter residents will gain self-sufficiency and find resources to become independent of their abusers**

Outcome	Target	Actual results (year to date)
Clients will report an increased awareness of resources and options due to the services provided by Fort Bend Women’s Center	80%	95.4%

**Goal 3 Shelter children will receive services that will address appropriate nutritional, health and safety needs**

Outcome	Target	Actual results (year to date)
Clients’ children received three healthy meals and two snacks per day prepared by the Shelter’s cook	85%	100%
Clients’ children received adequate access to Playcare & Children’s Programs activities	85%	100%
Clients’ children received access to physical and mental health services and screenings	85%	100%

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Fort Bend County Women's Center  
 Richmond, TX United States

**Certificate Number:**  
 2019-459796

**Date Filed:**  
 03/04/2019

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**Date Acknowledged:**  
 03/26/2019

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

14130  
 FY 2019 Family Protection Fee - Fort Bend County Women's Center

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)